

CONTRACT FOR DEED.

THIS AGREEMENT, Made and entered into this 13 day of October, 1910, by and between H.M. Stonebraker, of Tulsa, Oklahoma, hereinafter designated as the first part, and Mrs. M.A. Shaffer of Minerva Post Office, hereinafter designated as the second party.

Witnesseth, that said first party hereby agrees to convey to the said second party, and the said second party hereby agrees to purchase from the said first party upon the terms and conditions hereinafter set out, the following described premises, to-wit:

All of lots One (1) Two (2) Three (3) and four (4) in Block Ten (10) in Stonebraker Heights Addition to the City of Tulsa, according to a survey and plat thereof,

The said second party hereby agrees to pay to the said first party, as and by way of purchase price for said property, the sum of Thirty two Hundred Dollars (\$3200.00) payable as follows, to-wit: Five Hundred Dollars (\$500.00) in cash, the receipt whereof is hereby acknowledged, and the remainder of said purchase price to be paid on or before six (6) months from this date, said deferred payments to bear interest from date until paid, at the rate of eight per cent (8%)

Said first party hereby contracts and agrees that upon completion of said payments as above provided, he will execute to said second party her heirs or assigns, a good and sufficient warranty deed and abstract conveying said premises and warranting the title to the same against all incumbrances; but it is expressly agreed that time is of the essence of this contract, and that upon the failure of said second party to make the above stipulated deferred payment at the time the same shall be due and payable as above provided, the said first party at his option, may by written notice mailed to the said second party at her postoffice address above given, declare this contract, terminated, and that upon his exercise of the option before provided, this contract shall thereby be forthwith terminated and held for naught, and that thereupon all the right, title, and estate of the said second party, her heirs and assigns, in and to the said premises shall forthwith cease and be at an end, and that said first party may thereupon reenter and take possession of said premises and shall be entitled to have and retain as and by way of liquidated damages for the breach of this contract, all payments theretofore made by said second party under and upon this contract.

Said second party will pay all taxes and assessments for local improvement that may hereafter become due on said premises, and in the event that she shall fail to do so, said first party may pay the same, and thereupon the said payments shall be considered a part of the said purchase price due on said premises from said second party, and shall bear the rate of interest above provided.

This contract is executed in duplicate on the day and year first above written.

H.M. Stonebraker
By J.M. Gillette, Mng.

Mrs. M.A. Shaffer.